



Page 1  
Order No. 265879

## DESCRIPTION

### PARCEL 1:

The North half of the North half and the South half of the Northeast quarter of Section 34, Township 10 North, Range 25 West, San Bernardino Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

EXCEPTING therefrom all the oil and gas as excepted and reserved in the patent from the United States of America, to James A. Colter, dated April 14, 1937 and recorded August 13, 1937 in Book 221 at page 279 of Official Records.

EXHIBIT "B"

## DESCRIPTION

### PARCEL 2:

The North 1/2 of the Southeast quarter of Section 28, Township 10 North, Range 25 West, San Bernardino Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Except from the North half of the Southeast quarter of said Section 28, all the oil and gas in said land and the right to prospect for, mine and remove the same from said land upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509), as reserved by the United States of America in Patent dated September 15, 1926 and recorded January 8, 1929 in Book K, page 459 of Patents.

### PARCEL 3:

The North half of the Southwest quarter of Section 28, Township 10 North, Range 25 West, San Bernardino Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Except from the Northwest quarter of the Southwest quarter of Section 28, any portion of said land lying within Santa Barbara County.

Also except from the North half of the Southwest quarter of said Section 28, all the oil and gas in said land and the right to prospect for, mine and remove the same from said land upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509), as reserved by the United States of America in Patent dated September 15, 1926 and recorded January 8, 1929 in Book K, page 459 of Patents.

### PARCEL 4:

The Southeast quarter of the Southeast quarter of Section 28, Township 10 North, Range 25 West, San Bernardino Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Except from the Southeast quarter of the Southeast quarter of said Section 28, all the oil and gas in said land and the right to prospect for, mine and remove the same from said land upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509), as reserved by the United States of America in Patent dated September 15, 1926 and recorded January 8, 1929 in Book K, page 459 of Patents.

EXHIBIT "C"

DESCRIPTION

PARCEL 5:

The Northeast quarter of the Southeast quarter of Section 29, Township 10 North, Range 25 South, San Bernardino Meridian, in the County of San Luis Obispo, State of California, according to the official plat of said land approved by the Surveyor General's office on November 19, 1858.

Except that portion lying Southerly of the Southerly boundary line of the County of San Luis Obispo.

Also except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States of America through its authorized agent or representative at any time to enter upon said land and prospect for, mine and remove the same pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755) and as excepted and reserved by the United States of America in Patent recorded June 27, 1961 as Document No. 12953 in Book 1130 at page 65 of Official Records.

Also except all the oil and gas in said land and the right to prospect for, mine and remove such deposits from the same upon compliance with the condition and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509) as excepted and reserved by the United States of America in Patent recorded June 27, 1961 as Document No. 12953 in Book 1130 at page 65 of Official Records.



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

LAND PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS  
(AND RECEIPT FOR DEPOSIT)  
(C.A.R. Form VLPA-11, Revised 4/01)

Date August 6, 2002, at Camarillo, California.

1. OFFER

- A. THIS IS AN OFFER FROM Wm. Bolthouse Farms and/or Nominee ("Buyer").
- B. THE REAL PROPERTY TO BE ACQUIRED is described as 500+/- acres being part of sections 28, 29 and 34 of township 10 N.R.25 San Bernardino Meridian (see map attached) Assessor's Parcel No(s). the, County of San Luis Obispo, California, ("Property").
- C. THE PURCHASE PRICE offered is Nine Hundred Seventy-Five Thousand Dollars \$ 975,000.00

- D. CLOSE OF ESCROW shall occur        Days After Acceptance (or ☒ on See Addendum #1+2 (date)).
2. FINANCING: Obtaining the loans below is a contingency of this Agreement unless: (i) either 2D or 2I is checked below or (ii) otherwise agreed. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing costs is not a contingency.

- A. BUYER HAS GIVEN A DEPOSIT TO THE AGENT SUBMITTING THE OFFER \$ 25,000.00  
(or to ☐ ), made payable to Chicago Title Co. by Personal Check, or ☒ Business Check, which shall be held uncashed until Acceptance and then deposited within 3 business days after Acceptance or ☐ with Escrow Holder, ☐ into Broker's trust account, or ☐ Buyer represents that funds will be good when deposited with Escrow Holder.

- B. INCREASED DEPOSIT shall be deposited by Buyer with Escrow Holder within        Days After Acceptance, \$        or ☐

- C. FIRST LOAN IN THE AMOUNT OF \$         
☐ NEW First Deed of Trust in favor of ☐ LENDER, ☐ SELLER;  
OR ☐ ASSUMPTION of Existing First Deed of Trust;  
encumbering the Property, securing a note payable due ☐ monthly, ☐ quarterly, ☐ semi-annually, ☐ annually at maximum interest of        % fixed rate, or        % initial adjustable rate with a maximum lifetime interest rate cap of        %, balance due in        years, amortized over        years (or ☐ (if checked) payable in interest-only installments). Buyer shall pay loan fees/points not to exceed       .

- D. ☒ ALL CASH OFFER: (If checked) No loan is needed to purchase the Property. Buyer shall, within 5 (or ☐ ) Days After Acceptance, provide Seller written verification of sufficient funds to close this transaction. Seller may cancel this Agreement in writing within 5 Days After (i) time to provide verification expires, if Buyer fails to provide verification or (ii) receipt of verification, if Seller reasonably disapproves it.

- E. ADDITIONAL FINANCING TERMS: \$

- F. BALANCE OF PURCHASE PRICE (not including costs of obtaining loans and other closing costs) to be deposited with \$ 950,000.00 Escrow Holder within sufficient time to close escrow.

- G. TOTAL PURCHASE PRICE \$ 975,000.00

- H. LOAN CONTINGENCY shall remain in effect until the designated loans are funded or assumption of existing financing is approved (or ☐ Days after Acceptance, by which time Buyer shall give Seller written notice of Buyer's election to cancel this Agreement if Buyer is unable to obtain the designated loans. If Buyer does not give Seller such notice, the contingency of obtaining the designated loans shall be removed by the method specified in paragraph 15).

- I. ☒ NO LOAN CONTINGENCY: (If checked) Obtaining any loan in paragraphs 2C, 2E, or elsewhere in this Agreement is NOT a contingency of this Agreement. If Buyer does not obtain the loan(s), and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright ©1995-2001, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

VLPA-11 (PAGE 1 OF 9)

Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials ( CB ) (        )

Seller's Initials (        ) (        )

Reviewed by  
Broker or Designee        Date       



VACANT LAND PURCHASE AGREEMENT (VLPA-11 PAGE 1 OF 9)

Jacobson Realty, Inc  
Phone: (805)3894747

445 Rosewood Ave Ste J  
Fax: (805)3894744

Camarillo CA 93010

EXHIBIT "D"

T6285625 ZFX

Property: 500+/- acres being part of sections 28, 29 and 34 of township 10 N.R. 25 San

Date: August 6, 2002

- J. **LOAN APPLICATIONS; PREQUALIFICATION:** Within 5 (or ☐ ) Days After Acceptance, Buyer shall provide Seller a letter from lender or mortgage loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified for the NEW loan indicated above. Seller may, within 5 (or ☐ ) Days After the time to provide the prequalification letter expires, cancel this Agreement in writing if Buyer fails to provide the letter.
- K. ☐ **APPRAISAL CONTINGENCY:** (If checked) This Agreement is contingent upon Property appraising at no less than the specified total purchase price. If there is a loan contingency, the appraisal contingency shall remain in effect until the loan contingency is removed. If there is no loan contingency, the appraisal contingency shall be removed within 10 (or ☐ ) Days After Acceptance.
- L. **SELLER FINANCING:** The following terms (or ☐ (if checked) the terms specified in the attached Seller Financing Addendum (C.A.R. Form SFA-11)) apply ONLY to financing extended by Seller under this Agreement.
- (1) **BUYER CREDIT-WORTHINESS:** Within 5 (or ☐ ) Days After Acceptance: (i) Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report; and (ii) Buyer shall provide any supporting documentation reasonably requested by Seller. Seller may cancel this Agreement in writing, within 5 (or ☐ ) Days After (i) the time to provide the documents, if Buyer fails to provide them or (ii) receipt of those documents if Seller reasonably disapproves of any of the documents.
- (2) **TERMS:** Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 2C shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to close of escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or ☐ ) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) Tax Service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.
- (3) **ASSIGNMENT; I.D. NUMBERS:** The addition, deletion or substitution of any person or entity under this Agreement, or to title, prior to Close Of Escrow, shall require Seller's prior written consent. Seller may grant or withhold consent at Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original Buyer. Seller and/or Broker may obtain a credit report, at Buyer's expense, on substituted person or entity. Buyer and Seller shall each provide to the other, through escrow, their Social Security Numbers or Taxpayer Identification Numbers.
- M. **ASSUMED FINANCING:** Seller shall provide Buyer copies of all applicable notes and deeds of trust, loan balances and current interest rates ("Loan Information"). Seller represents that Seller is not delinquent on any payments to the existing loans. Seller shall, within 5 (or ☐ ) Days After Acceptance, request the Loan Information from Lender, and shall provide it to Buyer within 2 Days After receipt. Buyer shall, within 5 (or ☐ ) Days After receipt, review the Loan Information and provide notice to Seller as required by paragraph 15. Differences between estimated and actual loan balances shall be adjusted at close of escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan.
3. **POSSESSION AND KEYS:** Seller shall deliver possession and occupancy of the Property to Buyer ☐ on the date of Close Of Escrow at ☐ AM ☐ PM, or ☐ no later than \_\_\_\_\_ Days After Close Of Escrow at ☐ AM ☐ PM, or ☒ \*See Addendums #1 and #2. Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks.
4. **ALLOCATION OF COSTS:** (If checked) If any of the inspections or reports in 4A, B, C, D, E, or L are checked, then with regard to that item, Buyer shall have approval, contingency removal and cancellation rights, and obligations as specified in paragraph 15.
- INSPECTIONS AND REPORTS:**
- A. ☒ Buyer ☐ Seller shall pay to have existing septic or private sewage disposal system, if any, inspected. \_\_\_\_\_
- B. ☐ Buyer ☐ Seller shall pay for costs of testing to determine the suitability of soil for sewage disposal. \_\_\_\_\_
- C. ☒ Buyer ☐ Seller shall pay to have existing wells, if any, tested for water potability and productivity. \_\_\_\_\_
- D. ☐ Buyer ☐ Seller shall pay to have Property corners identified. \_\_\_\_\_
- E. ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report prepared by licensed Co. via Chicago Title.
- ESCROW, TITLE AND OTHER COSTS**
- F. ☒ Buyer ☒ Seller shall pay escrow fee. 50/50, as is customary  
Escrow Holder shall be Chicago Title Co., Camarillo (Lexi)
- G. ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 11.  
Owner's title policy to be issued by Chicago Title Co.  
(Buyer shall pay for any title insurance policy insuring Buyer's Lender, unless otherwise agreed.)
- H. ☐ Buyer ☒ Seller shall pay County transfer tax or transfer fee. \_\_\_\_\_
- I. ☐ Buyer ☐ Seller shall pay City transfer tax or transfer fee. \_\_\_\_\_
- J. ☐ Buyer ☐ Seller shall pay Owner Association ("OA") transfer fees. \_\_\_\_\_
- K. ☐ Buyer ☐ Seller shall pay Owner Association ("OA") document preparation fees. \_\_\_\_\_
- L. ☐ Buyer ☐ Seller shall pay \_\_\_\_\_

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright ©1996-2001, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

VLPA-11 (PAGE 2 OF 9)

Buyer and Seller acknowledge receipt of a copy of this page

Buyer's Initials ( BL ) ( \_\_\_\_\_ )

Seller's Initials ( KZ ) ( \_\_\_\_\_ )



Reviewed by \_\_\_\_\_  
Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_

VACANT LAND PURCHASE AGREEMENT (VLPA-11 PAGE 2 OF 9)

T6285625 ZFX

5. A. **ITEMS INCLUDED IN SALE:** All EXISTING fixtures and improvements that are attached to the Property are INCLUDED IN THE PURCHASE PRICE (unless excluded in paragraph 5C below) and shall be transferred free of liens and without Seller warranty.
- B. **ADDITIONAL ITEMS INCLUDED:** The following items of personal property, free of liens and without Seller warranty, are INCLUDED IN THE PURCHASE PRICE \_\_\_\_\_

C. **ITEMS EXCLUDED FROM SALE:** \_\_\_\_\_

6. **CONDITION OF PROPERTY**

- A. Unless otherwise agreed, (i) Property is sold (a) in its PRESENT physical condition on the date of Acceptance and (b) subject to Buyer inspection rights; and (ii) Property, is to be maintained in substantially the same condition as on the date of Acceptance.
- B. ☐ (If checked) All debris and personal property not included in the sale shall be removed by Close Of Escrow.
- C. **SELLER SHALL DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS AND MAKE OTHER DISCLOSURES REQUIRED BY LAW.**
- D. Buyer has the right to inspect the Property and, based upon information discovered in those inspections, may reasonably request that Seller take corrective action as specified in paragraph 15.
- E. Note to Buyer: You are strongly advised to conduct inspections of the entire Property in order to determine its present physical condition since Seller may not be aware of all defects affecting the Property or other factors that you consider important. Property improvements may not be built according to codes or in compliance with current Law, or have had permits issued.
- F. Note to Seller: Buyer may request that you make certain Repairs, or take corrective action, with respect to Items disapproved and in the event you refuse or are unable to make requested Repairs, or take such corrective action, Buyer may cancel this Agreement as specified in paragraph 15.

7. **BUYER'S INVESTIGATION OF PROPERTY CONDITION:** Buyer's Acceptance of the condition of and any other matter affecting the Property is a contingency of this Agreement, as specified in this paragraph and paragraph 15. Buyer shall have the right at Buyer's expense, unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Inspections"), including the right to review any conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer. No inspections shall be made by any governmental building or zoning inspector, or government employee, without Seller's prior written consent, unless required by Law. Buyer shall complete these inspections and give any written notice to Seller within the time specified in paragraph 15. At Seller's request, Buyer shall give Seller, at no cost, complete Copies of all inspection reports supporting Buyer's written requests. Seller shall make Property available for all inspections. Brokers have not and will not verify any of the items in A-M below, unless otherwise agreed in writing.
- BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE AND IN NO WAY ASSUME RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY.**

- A. **SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size is an APPROXIMATION ONLY, and has not been and will not be verified, and should not be relied upon by Buyer.)
- B. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, nonconforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- C. **UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.
- D. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products or conditions.
- E. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- F. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- G. **PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright ©1996-2001, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

VLPA-11 (PAGE 3 OF 9)

Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials ( RL ) ( \_\_\_\_\_ )

Seller's Initials ( RL ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_  
Broker or Designee



VACANT LAND PURCHASE AGREEMENT (VLPA-11 PAGE 3 OF 9)

- H. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm laws (Civil Code §3482.5 and §3482.6), presence of endangered or threatened "candidate" species or wetlands on the Property and abandoned mining operations on the Property. Proximity to commercial, industrial or agricultural activities, fire protection, other governmental services, existing and proposed transportation, construction, and development that may affect noise, view, traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, proximity and adequacy of school and/or law enforcement and crime statistics.
- I. **DATA BASE DISCLOSURE: NOTICE:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
- J. **COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&R's, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- K. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act.
- L. **RENT AND OCCUPANCY CONTROL:** Some cities and counties impose restrictions that may limit the amount of rent that can lawfully be charged, and/or the maximum number of persons who can lawfully occupy the Property.
- M. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
8. **SELLER DISCLOSURES:** Within the time specified in paragraph 15, Seller shall in writing (i) disclose if Property is located in any zone identified in 8A and provide any other information required for those zones; (ii) if applicable, take the actions specified in 8B and 8C; (iii) disclose the existence of any material facts affecting the value or desirability of the property of which Seller has actual knowledge, including but not limited to, items 8D through 8R; and (iv) if applicable, take the action specified in 8R. Buyer, within the time specified in paragraph 15, shall then investigate the disclosures and other information provided to Buyer, and take the action specified in paragraph 15.
- A. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- B. ☐ (If checked) **COMMON INTEREST SUBDIVISION: OWNER ASSOCIATIONS:** Property is in a common interest subdivision. Seller shall request from the OA and, upon receipt, provide to Buyer: (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claims or litigation by or against the OA; (iii) Copies of the most recent 12 months of OA minutes for regular and special meetings, if available; and (iv) the names and contact information of all OAs governing the Property. If Seller has actual knowledge, Seller shall also disclose: (i) any material defects in the condition of common areas (such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), and (ii) possible lack of compliance with any OA requirements.
- C. **MELLO-ROOS TAX:** Seller shall (i) make a good faith effort to obtain a disclosure notice from any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act, and (ii) promptly deliver to Buyer any such notice obtained.
- D. **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in this Property or common areas, or any notices of abatement or citations filed or issued against the Property.
- E. **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
- F. **DEED RESTRICTIONS:** Any deed restrictions or obligations.
- G. **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
- H. **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
- I. **ENVIRONMENTAL HAZARDS:** Substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
- J. **COMMON WALLS:** Features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
- K. **LANDLOCKED:** Absence of legal or physical access to the Property.
- L. **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.
- M. **SOIL FILL:** Fill (compacted or otherwise), or abandoned mining operations on the Property.
- N. **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
- O. **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
- P. **ZONING ISSUES:** Any zoning violations, nonconforming uses, or violations of "setback" requirements.
- Q. **NEIGHBORHOOD PROBLEMS:** Neighborhood noise problems, or other nuisances.
- R. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to close of escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly provide a written supplemental or amended disclosure covering those items. Buyer shall, within the time specified in paragraph 15, provide written notice of any items reasonably disapproved.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright ©1996-2001, CALIFORNIA ASSOCIATION OF REALTORS®. INC. ALL RIGHTS RESERVED.

VLPA-11 (PAGE 4 OF 9)

Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials ( PL ) ( \_\_\_\_\_ )

Seller's Initials ( AK ) ( \_\_\_\_\_ )



Reviewed by  
Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_

VACANT LAND PURCHASE AGREEMENT (VLPA-11 PAGE 4 OF 9)



9. **BUYER INDEMNITY AND SELLER PROTECTION FOR ENTRY UPON PROPERTY:** Buyer shall: (i) keep Property free and clear of liens; (ii) indemnify and hold Seller harmless from all liability, claims, demands, damages and costs; and (iii) Repair all damages arising from inspections. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry policies of liability, workers' compensation, and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any inspections or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a Notice of Non Responsibility for inspections and work done on the Property at Buyer's direction.
10. **RENTAL AND SERVICE AGREEMENTS**
- A. **INSPECTION AND REVIEW:** Within the time specified in paragraph 15, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property. Buyer shall then, within the time specified in paragraph 15, take the action specified in paragraph 15.
- B. **ESTOPPEL CERTIFICATES:** Seller shall immediately send to all lessees written requests for estoppel certificates acknowledging that lessee's rental or lease agreements are unmodified and in full force and effect, or if modified, stating all such modifications. Seller shall provide Buyer, within the time specified in paragraph 15, all such estoppel certificates received from lessees. Buyer shall then, within the time specified in paragraph 15, take the action specified in paragraph 15.
- C. **CHANGES DURING ESCROW:** Seller may NOT engage in the following acts without Buyer's prior written approval: (i) rent or lease any part of the Property; (ii) alter, modify, or extend any existing rental or lease agreement; or (iii) enter into, alter, modify or extend any service contract(s); or change the status of the condition of the Property.
11. **TITLE AND VESTING**
- A. Within the time specified in paragraph 15, Buyer shall be provided a current preliminary (title) report, which is only an offer by the title insurer to issue a policy of title insurance, and may not contain every item affecting title. Buyer shall provide written notice to Seller in accordance with and within the time specified in paragraph 15.
- B. At Close Of Escrow, Buyer shall receive a grant deed conveying title, including oil, mineral and water rights if currently owned by Seller. Title shall be subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters that are of record or disclosed to Buyer prior to Close Of Escrow, unless otherwise requested in writing by Buyer and agreed to by Seller within the time specified in paragraph 15. However, title shall not be subject to any liens against the Property, except for those specified in this Agreement. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES.
- C. Buyer shall receive a CLTA standard coverage owner's Policy of Title Insurance. An ALTA policy or endorsements may provide greater coverage for buyer. A title company, at Buyer's request, can provide information about availability, desirability, coverage, and cost of various title insurance coverages and indorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in costs. Seller makes no representation regarding the existence of unpatented mining claims, reservations or exceptions in patents, or in Acts authorizing the issuance thereof, or water rights or claims to title to water.
12. **SALE OF BUYER'S PROPERTY**
- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
- OR B. ☐ (If checked) The attached addendum (C.A.R. Form SBP-11) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.
13. ☐ (If Checked) **MANUFACTURED HOME PURCHASE**
- The purchase of this Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer ☐ has ☐ has not entered into a contract for the purchase of a personal property manufactured home. This contingency shall remain in effect until the Close Of Escrow of this Property (or ☐ \_\_\_\_\_ Days After Acceptance by which time Buyer shall remove this contingency by the active or passive method specified in paragraph 15C.)
14. ☐ (If Checked) **CONSTRUCTION LOAN FINANCING**
- The purchase of this Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan ☐ will ☐ will not be used to finance the Property. This contingency shall remain in effect until the Close Of Escrow of this Property (or ☐ \_\_\_\_\_ Days After Acceptance by which time Buyer shall remove this contingency by the method specified in paragraph 15C).

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright ©1996-2001, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials ( RL ) ( \_\_\_\_\_ )

Seller's Initials ( RL ) ( \_\_\_\_\_ )



VLPA-11 (PAGE 5 OF 9)

Reviewed by  
Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_

VACANT LAND PURCHASE AGREEMENT (VLPA-11 PAGE 5 OF 9)

15. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement.
- A. ORDERING, COMPLETING AND REVIEWING INSPECTIONS AND REPORTS:
- (1) SELLER HAS: 7 (or ☒ 10 ) Days After Acceptance to order, request or complete all reports, disclosures and information for which Seller is responsible under paragraphs 4, 8, 10 and 11. Seller has 2 Days After receipt (or completion) of any of these items to provide it to Buyer. Buyer has 7 (or ☒ 10 ) Days After receipt of each of the above items to review the report, disclosure or other information.
- (2) BUYER HAS: 21 (or ☐ ) Days After Acceptance to complete all inspections, investigations and review of reports and other applicable information, for which Buyer is responsible.
- B. (1) APPROVAL OR REQUEST: Within the times specified above (or 2H for loan contingency), Buyer shall provide Seller with either (i) an unconditional approval and removal of the applicable contingency, or (ii) a reasonable written request that Seller take corrective action (or for loan contingency, cancellation if Buyer is unable to obtain the designated loan).
- (2) EFFECT OF BUYER'S REQUEST: If, pursuant to B(1), Buyer reasonably requests that Seller take corrective action, Buyer and Seller have 5 (or ☒ 30 ) Days After Seller's receipt of Buyer's request to reach mutual written agreement on Buyer's request. If (i) Seller has agreed in writing to unconditionally and completely take the action requested by Buyer, or (ii) Buyer and Seller have reached a mutual written agreement with respect to those items, then the transaction shall proceed on those terms. Seller has no obligation, express or implied, to satisfy Buyer's requests.
- (3) EFFECT OF NO WRITTEN AGREEMENT ON BUYER'S REQUEST: If, at the expiration of the time in B(2), neither B(2)(i) nor (ii) has occurred, Buyer has 2 (or ☐ ) Days to cancel this Agreement in writing.
- C. ACTIVE OR PASSIVE REMOVAL OF CONTINGENCIES AND CANCELLATION RIGHTS:
- (1) ☐ ACTIVE METHOD (Applies only if checked):
- (a) (No written request or removal by Buyer) If, within the time specified in A, Buyer does not give Seller written notice pursuant to B(1), Seller may cancel this Agreement in writing. Notwithstanding the expiration of the time specified, Buyer retains the right to give Seller written notice under B1 at any time prior to receiving Seller's written cancellation. Once Seller receives Buyer's written request or removal, Seller may not cancel this Agreement pursuant to paragraph C(1)(a).
- (b) (No written cancellation by Buyer) If, within the time specified, Buyer does not give Seller written notice of cancellation pursuant to B(3), either Buyer or Seller may cancel this Agreement in writing at any time prior to Buyer and Seller reaching mutual written agreement with respect to any requests made pursuant to B(1).
- (2) PASSIVE METHOD: If, within the time specified, Buyer does not give Seller (i) a reasonable written request pursuant to B(1) (or for loan contingency, cancellation if Buyer is unable to obtain the designated loan) or (ii) written notice of cancellation pursuant to B(3) if no agreement is reached on Buyer's requests, then Buyer shall be deemed, as applicable, to have unconditionally approved and removed the contingency or withdrawn the request and waived any right to cancel associated with the requested item.
- D. EFFECT OF REMOVAL: If Buyer removes any contingency or cancellation right by the active or passive method, as applicable, Buyer shall conclusively be deemed to have: (i) completed all inspections, investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility, and expense for repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing if the contingency pertains to financing, unless, pursuant to B(2) or elsewhere in this Agreement, Seller agrees to take corrective action.
- E. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written NOTICE OF CANCELLATION pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, less fees and costs, to the party entitled to the funds. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual, Signed release instructions from Buyer and Seller, judicial decision or arbitration award.
16. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) federal, state and local legislation impose liability upon existing and former owners and users of real property in applicable situations for certain legislatively defined environmentally hazardous substances; (ii) Broker has made no representation concerning the applicability of any such law to this transaction to Buyer or Seller, except as otherwise indicated in this Agreement; (iii) Broker has made no representation concerning the existence, testing, discovery, location and evaluation of or for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location, and evaluation of or for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
17. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property within 5 (or \_\_\_\_\_ ) Days prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm (i) Property is maintained pursuant to paragraph 5A, (ii) Seller has complied with Seller's other obligations.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright ©1996-2001, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

VLPA-11 (PAGE 6 OF 9)

Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials ( EE ) ( \_\_\_\_\_ )

Seller's Initials ( EE ) ( \_\_\_\_\_ )

Reviewed by  
Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_



18. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.  
**BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION FOR ANY INCREASED DEPOSIT. (C.A.R. FORM RID-11)**

Buyer's Initials BE Seller's Initials EL

19. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Paragraphs 19B(2) and (3) below apply whether or not the Arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**

B. **ARBITRATION OF DISPUTES:** (1) Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 19B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional Law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or any right of action to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

(3) **BROKERS:** Buyer and Seller agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration prior to, or within a reasonable time after, the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the Agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials BE Seller's Initials EL

20. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, OA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment district bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and OA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer, and (ii) for periods prior to Close Of Escrow, by Seller. **TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.
21. **WITHHOLDING TAXES:** Seller and Buyer agree to execute any instrument, affidavit, statement or instruction reasonably necessary to comply with federal (FIRPTA) and California withholding Law, if required (C.A.R. Forms AS-11 and AB-11).
22. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report the terms of this transaction to any MLS, to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
23. **EQUAL OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
24. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 19A.
25. **SELECTION OF SERVICE PROVIDERS:** If Brokers give Buyer or Seller referrals to persons, vendors, or service or product providers ("Providers"), Brokers do not guarantee the performance of any of those Providers. Buyer and Seller may select ANY Providers of their own choosing.

Buyer and Seller acknowledge receipt of a copy of this page.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright ©1996-2001, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

VLPA-11 (PAGE 7 OF 9)

Buyer's Initials (BE) ( )

Seller's Initials (EL) ( )

Reviewed by  
Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_



26. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
27. **OTHER TERMS AND CONDITIONS, including ATTACHED SUPPLEMENTS:**

☒ Purchase Agreement Addendum (C.A.R. Form PAA-11 paragraph numbers: 1-10 ) Addendums #1 and #2

28. **DEFINITIONS:** As used in this Agreement:

- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by the other party and communicated in accordance with this Agreement or the terms of the final counter offer.
- B. "Agreement" means the terms and conditions of this Vacant Land Purchase Agreement and Joint Escrow Instructions and any counter offer and addenda.
- C. "Days" means calendar days, unless otherwise required by Law.
- D. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.
- E. "Close Of Escrow" means the date the grant deed is recorded or other evidence of title is transferred. If scheduled close of escrow falls on a Saturday, Sunday or legal holiday, then the close of escrow date shall be the next business day after the scheduled close of escrow date.
- F. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- G. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- H. "Signed" means either a handwritten or electronic signature.
- I. Singular and Plural terms each include the other, when appropriate.
- J. C.A.R. Form means the specific form referenced, or another comparable form agreed to by the parties.
- K. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either one to modify or alter the content or integrity of the Agreement without the knowledge and consent of the other.

29. **AGENCY**

- A. **POTENTIALLY COMPETING BUYERS AND SELLERS:** Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on, or ultimately acquire the Property. Seller understands that Buyer may consider, make offers on or purchase other properties similar to the Property. Buyer and Seller acknowledge and consent to Broker(s)' representation of such potential buyers and sellers before, during and after Broker(s)' representation of Buyer and Seller.
- B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:  
 Listing Agent \_\_\_\_\_ (Print Firm Name) is the agent of (check one):  
☐ the Seller exclusively; or ☐ both the Buyer and Seller.  
 Selling Agent Jacobson Realty, Inc & CKL Realty, (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):  
☐ the Buyer exclusively; or ☐ the Seller exclusively; or ☒ both the Buyer and Seller  
 Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

30. Buyer and Seller acknowledge and agree that: (a) Brokers do not decide what price Buyer should pay or Seller should accept; (b) Brokers do not guarantee the performance or repairs of others who have provided services or products to Buyer or Seller; and (c) they will seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

31. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER**

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any relating counter offers and addenda, and any additional mutual instructions to close the transaction: 1, 2, 4, 11, 12B, 15E, 20, 21, 26, 27, 28, 31, 32, 34A, and 35. The terms and conditions of the Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to complete this transaction.
- B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business Days After Acceptance (or ☐ \_\_\_\_\_). Escrow will be deemed open when Escrow Holder has Signed an acknowledgement of receipt of a Copy of this accepted Agreement. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs the Agreement.
- C. Brokers are a party to the Escrow for the sole purpose of compensation pursuant to paragraphs 32 and 34A. Buyer and Seller irrevocably assign to Brokers compensation specified, respectively, in paragraphs 32 and 34A and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright ©1996-2001, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

VLPA-11 (PAGE 8 OF 9)

Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials ( CS ) ( \_\_\_\_\_ )  
 Seller's Initials ( JS ) ( \_\_\_\_\_ )

Reviewed by  
 Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_



Property: 500+/- acres being part of sections 28, 29 and 34 of township 10 N.R. 25 San Date: August 6, 2002

32. BROKER COMPENSATION FROM BUYER: Upon Close Of Escrow, Buyer agrees to pay compensation for services as follows:

(if checked) ☐ an administrative/transaction fee of \$ \_\_\_\_\_ to \_\_\_\_\_, Broker.

33. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. All paragraphs with spaces for initials by Buyer and Seller are incorporated in this Agreement only if initialed by all parties. If at least one but not all parties initial, a counter offer is required until agreement is reached. Unless Acceptance of offer is Signed by Seller, and a Copy of the Signed offer is personally received by Buyer, or by Les Jacobson, who is authorized to receive it, by (date) 08/08/2002, at 5:00 ☐ AM ☒ PM, the offer shall be deemed revoked and the deposit shall be returned. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to communication of Acceptance as above. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

BUYER Philip L. Papp - Vice Pres / Gen Counsel  
Bolthouse Farms and/or Nominee  
(Print name)

BUYER \_\_\_\_\_ Date 8/7/02  
(Print name)

(Address)

34. BROKER COMPENSATION FROM SELLER:

A. Upon Close of Escrow, Seller agrees to pay compensation for services as follows:

2/3 of 4% of total purchase price, to Jacobson Realty, Inc. & CKL Realty, Inc., Broker, and  
1/3 of 4% of total purchase price, to Kerry Moreman and Assoc., Broker, and  
(if checked) ☐ an administrative/transaction fee of \$ \_\_\_\_\_ to \_\_\_\_\_ Broker  
(or, if not completed, as per listing agreement).

B. (1) If escrow does not close, compensation in 34A is payable: (i) upon Seller's default if completion of sale is prevented by default of Seller; or (ii) when and if Seller collects damages from Buyer, by suit or otherwise, if completion of sale is prevented by default of Buyer and then in an amount equal to one-half of the damages recovered, but not to exceed the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any. (2) In any action, proceeding or arbitration relating to the payment of compensation in 34A or B, the prevailing party shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 19A.

35. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer

☐ (if checked) SUBJECT TO ATTACHED COUNTER OFFER DATED \_\_\_\_\_

SELLER Frederick W. Kosmo Date 8/8/02 SELLER \_\_\_\_\_ Date \_\_\_\_\_  
(Print name) (Print name)

(Address)

Agency relationships are confirmed as above. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

Agent who submitted offer for Buyer acknowledges receipt of deposit, if any, if specified in paragraph 2A:

Real Estate Broker (Selling Firm Name) Jacobson Realty, Inc & CKL Realty, By John Jacobson Date 8/8/02

Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
Real Estate Broker (Listing Firm Name) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

(\_\_\_\_\_/\_\_\_\_\_) ACKNOWLEDGMENT OF RECEIPT: Buyer or authorized agent acknowledges receipt of Signed Acceptance on (date) \_\_\_\_\_  
(Initials) at \_\_\_\_\_ ☐ AM ☐ PM.

**Escrow Holder Acknowledgment:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☒ a deposit in the amount of \$ 25,000.00), counter offer numbers \_\_\_\_\_ and Adendum 1st

\_\_\_\_\_ and agrees to act as Escrow Holder subject to paragraph 31 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

The date of communication of Acceptance of the Agreement as between Buyer and Seller is 8-8-02

Escrow Holder Chicago Title Co.

By Lexi Haxford

Escrow # 24045463

Date 8/7/02

Address 1727-D Daily Dr. Camarillo CA 93010 Phone/Fax E-mail 805-997-0481

Escrow Holder is licensed by the California Department of ☐ Corporations, ☒ Insurance, ☐ Real Estate. License # 350

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, INC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_  
Broker or Designee





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## ADDENDUM

(C.A.R. Form ADM, Revised 10/01)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Residential Purchase Agreement, ☐ Manufactured Home Purchase Agreement, ☐ Business Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Vacant Land Purchase Agreement, ☐ Residential Income Property Purchase Agreement, ☐ Commercial Property Purchase Agreement, ☒ other Land Purchase Agreement and Joint Escrow Instructions.

dated August 6, 2002, on property known as 500+/- ac being part of sections 28, 29 & 34 of township 10 N.R.25 San Bernardino Meridian (see map attached) in which Bolthouse Farms and/or Nominee is referred to as ("Buyer/Tenant") and Frederick W. Kosmo is referred to as ("Seller/Landlord").

1. Buyer is aware that the property is being purchased in its "AS IS" condition.
2. Purchase price shall include all of Seller's rights, title and interest, if any, in the mineral, oil, gas and other hydrocarbon substances appurtenant to the subject property, together with all surface rights to a depth of 200 feet or more below the subject property.
3. Buyer is aware that the sale of this property is subject to Bankruptcy Court approval, which will require thirty (30) days. Escrow to close on or before thirty (30) days after Bankruptcy Court Approval.
4. Buyer and Seller agree to cooperate with each other in effecting their respective 1031 Tax Free Exchanges, if any. Buyer and Seller each agree to pay their customary share of cost, with no additional cost or liability to the other party.
5. Seller warrants and represents, to the best of Seller's actual knowledge, that subject property does not contain hazardous, toxic or contaminated materials or underground storage tanks, and that no hazardous materials will be present in or on subject property from and after the date of close of escrow. The completion of this purchase is contingent upon Buyer's approval of a Phase I Assessment of subject property. Said report shall be at Buyer's expense, completed and delivered to Buyer within 10 (ten) days from opening of escrow. If Buyer disapproves said report, Buyer shall notify escrow in writing within 10 (ten) days of receipt thereof. If disapproved, the escrow shall be canceled and Buyer's deposit shall be returned to Buyer. Broker to pay cancellation fees if any.
6. Seller agrees to furnish Buyer with all of the information pertaining to the Seller's irrigation wells. This offer is contingent upon Buyer's review and approval of the water wells and the logs if available. Buyer agrees to accept the existing irrigation wells in their "As Is" condition.
7. escrow instructions shall be signed by both parties within 10 (ten) days after opening of escrow. Both Buyer and Seller reserve the right to have their respective attorneys approve the escrow instructions.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_

Date \_\_\_\_\_

Buyer/Tenant Paul E. Long - Vice Pres / Gen Counsel  
Bolthouse Farms and/or Nominee

Seller/Landlord Frederick W. Kosmo

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright© 1986-2001, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, INC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
625 South Virgil Avenue, Los Angeles, California 90020

ADM-11 REVISED 10/01 (PAGE 1 OF 1)

Reviewed by \_\_\_\_\_  
Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_



ADDENDUM (ADM-11 PAGE 1 OF 1)

Jacobson Realty, Inc  
Phone: (805)3894747

445 Rosewood Ave Ste J  
Fax: (805)3894744

Camarillo CA 93010  
Lynn J. Osslund

T6285625.ZFX



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

# ADDENDUM

(C.A.R. Form ADM, Revised 10/01)

No. 2

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Residential Purchase Agreement, ☐ Manufactured Home Purchase Agreement, ☐ Business Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Vacant Land Purchase Agreement, ☐ Residential Income Property Purchase Agreement, ☐ Commercial Property Purchase Agreement, ☒ other Land Purchase Agreement and Joint Escrow Instructions.

dated \_\_\_\_\_, on property known as 500+/- acres being part of sections 28, 29 and 34 of township 10 N.R. 25 San Bernardino Meridian (see map attached)., the  
in which Bolthouse Farms and/or Nominee is referred to as ("Buyer/Tenant")  
and Frederick W. Kosmo is referred to as ("Seller/Landlord").  
8. Possession to be at the date of the close of escrow as to all the unplanted areas of the property. Possession for the remainder of the ranch shall be upon completion of harvest of the existing peach and apple crops at Seller's expense, but in no event later than October 30, 2002 for the Fuji and Pink Lady crops, with harvest proceeds belonging to Seller. Buyer may remove the trees upon the completion of the harvest. Buyer is aware that two of the three existing mobile homes on the subject property are not permitted, and seller is willing to remove said non-permitted mobile homes or to make a mutually acceptable agreement with Buyer as to their remaining on the subject property.  
9. Seller shall give Buyer a (10) ten day Right of First Refusal on remaining property owned by Seller consisting of approximately 370 acres.\*  
10. All parties herein acknowledge that they have been advised to seek the counsel of their own tax attorney or certified public accountant for the determination of any income tax consequences resulting from the transaction contemplated herein, and therefore fully indemnify and hold each other, escrow holder and brokers harmless from any loss which said parties may sustain in the event all or part of this transaction is disallowed by the Internal Revenue Service or by the California Franchise Tax Board.

\* Buyer and Seller shall execute a mutually acceptable Right of First Refusal  
which shall be recorded at close of escrow.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_  
Buyer/Tenant Andy L. Lopez - Vicepres / Gen Counsel  
Bolthouse Farms and/or Nominee  
Buyer/Tenant \_\_\_\_\_

Date \_\_\_\_\_  
Seller/Landlord Frederick W. Kosmo  
Seller/Landlord \_\_\_\_\_

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright© 1986-2001, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, INC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020

ADM-11 REVISED 10/01 (PAGE 1 OF 1)

Reviewed by \_\_\_\_\_  
Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_



ADDENDUM (ADM-11 PAGE 1 OF 1)

Jacobson Realty, Inc.  
Phone: (805) 3894747

445 Rosewood Ave Ste J  
Fax: (805) 3894744

Camarillo CA 93010  
Lynn J. Osslund

T6285625.ZFX



**Topographical Map**

15.40 ac

244.9 ACS

88.52 ACS

184.42 ACS

Parcel 1

Parcel 2

Well 2406

Well 2407

Well 2408

Well 2409

Well 2410

Well 2411

Well 2412

Well 2413

Well 2414

Well 2415

Well 2416

Well 2417

Well 2418

Well 2419

Well 2420

Well 2421

Well 2422

Well 2423

Well 2424

Well 2425

Well 2426

Well 2427

Well 2428

Well 2429

Well 2430

Well 2431

Well 2432

Well 2433

Well 2434

Well 2435

Well 2436

Well 2437

Well 2438

Well 2439

Well 2440

Well 2441

Well 2442

Well 2443

Well 2444

Well 2445

Well 2446

Well 2447

Well 2448

Well 2449

Well 2450

Well 2451

Well 2452

Well 2453

Well 2454

Well 2455

Well 2456

Well 2457

Well 2458

Well 2459

Well 2460

Well 2461

Well 2462

Well 2463

Well 2464

Well 2465

Well 2466

Well 2467

Well 2468

Well 2469

Well 2470

Well 2471

Well 2472

Well 2473

Well 2474

Well 2475

Well 2476

Well 2477

Well 2478

Well 2479

Well 2480

Well 2481

Well 2482

Well 2483

Well 2484

Well 2485

Well 2486

Well 2487

Well 2488

Well 2489

Well 2490

Well 2491

Well 2492

Well 2493

Well 2494

Well 2495

Well 2496

Well 2497

Well 2498

Well 2499

Well 2500

Well 2501

Well 2502

Well 2503

Well 2504

Well 2505

Well 2506

Well 2507

Well 2508

Well 2509

Well 2510

Well 2511

Well 2512

Well 2513

Well 2514

Well 2515

Well 2516

Well 2517

Well 2518

Well 2519

Well 2520

Well 2521

Well 2522

Well 2523

Well 2524

Well 2525

Well 2526

Well 2527

Well 2528

Well 2529

Well 2530

Well 2531

Well 2532

Well 2533

Well 2534

Well 2535

Well 2536

Well 2537

Well 2538

Well 2539

Well 2540

Well 2541

Well 2542

Well 2543

Well 2544

Well 2545

Well 2546

Well 2547

Well 2548

Well 2549

Well 2550

Well 2551

Well 2552

Well 2553

Well 2554

Well 2555

Well 2556

Well 2557

Well 2558

Well 2559

Well 2560

Well 2561

Well 2562

Well 2563

Well 2564

Well 2565

Well 2566

Well 2567

Well 2568

Well 2569

Well 2570

Well 2571

Well 2572

Well 2573

Well 2574

Well 2575

Well 2576

Well 2577

Well 2578

Well 2579

Well 2580

Well 2581

Well 2582

Well 2583

Well 2584

Well 2585

Well 2586

Well 2587

Well 2588

Well 2589

Well 2590

Well 2591

Well 2592

Well 2593

Well 2594

Well 2595

Well 2596

Well 2597

Well 2598

Well 2599

Well 2600

Well 2601

Well 2602

Well 2603

Well 2604

Well 2605

Well 2606

Well 2607

Well 2608

Well 2609

Well 2610

Well 2611

Well 2612

Well 2613

Well 2614

Well 2615

Well 2616

Well 2617

Well 2618

Well 2619

Well 2620

Well 2621

Well 2622

Well 2623

Well 2624

Well 2625

Well 2626

Well 2627

Well 2628

Well 2629

Well 2630

Well 2631

Well 2632

Well 2633

Well 2634

Well 2635

Well 2636

Well 2637

Well 2638

Well 2639

Well 2640

Well 2641

Well 2642

Well 2643

Well 2644

Well 2645

Well 2646

Well 2647

Well 2648

Well 2649

Well 2650

Well 2651

Well 2652

Well 2653

Well 2654

Well 2655

Well 2656

Well 2657

Well 2658

Well 2659

Well 2660

Well 2661

Well 2662

Well 2663

Well 2664

Well 2665

Well 2666

Well 2667

Well 2668

Well 2669

Well 2670

Well 2671

Well 2672

Well 2673

Well 2674

Well 2675

Well 2676

Well 2677

Well 2678

Well 2679

Well 2680

Well 2681

Well 2682

Well 2683

Well 2684

Well 2685

Well 2686

Well 2687

Well 2688

Well 2689

Well 2690

Well 2691

Well 2692

Well 2693

Well 2694

Well 2695

Well 2696

Well 2697

Well 2698

Well 2699

Well 2700

Well 2701

Well 2702

Well 2703

Well 2704

Well 2705

Well 2706

Well 2707

Well 2708

Well 2709

Well 2710

Well 2711

Well 2712

Well 2713

Well 2714

Well 2715

Well 2716

Well 2717

Well 2718

Well 2719

Well 2720

Well 2721

Well 2722



**Topographical Map**

Aft. Total 500 acs

Base

Parcel 1

Parcel 2

San Luis Obispo Co. Santa Barbara Co.

Santa Barbara River

Well 25, Well 26, Well 27, Well 28, Well 29, Well 30, Well 31, Well 32, Well 33, Well 34, Well 35, Well 36, Well 37, Well 38, Well 39, Well 40, Well 41, Well 42, Well 43, Well 44, Well 45, Well 46, Well 47, Well 48, Well 49, Well 50, Well 51, Well 52, Well 53, Well 54, Well 55, Well 56, Well 57, Well 58, Well 59, Well 60, Well 61, Well 62, Well 63, Well 64, Well 65, Well 66, Well 67, Well 68, Well 69, Well 70, Well 71, Well 72, Well 73, Well 74, Well 75, Well 76, Well 77, Well 78, Well 79, Well 80, Well 81, Well 82, Well 83, Well 84, Well 85, Well 86, Well 87, Well 88, Well 89, Well 90, Well 91, Well 92, Well 93, Well 94, Well 95, Well 96, Well 97, Well 98, Well 99, Well 100

Ate  
 Total 500 Dec

2500

Parcel 2

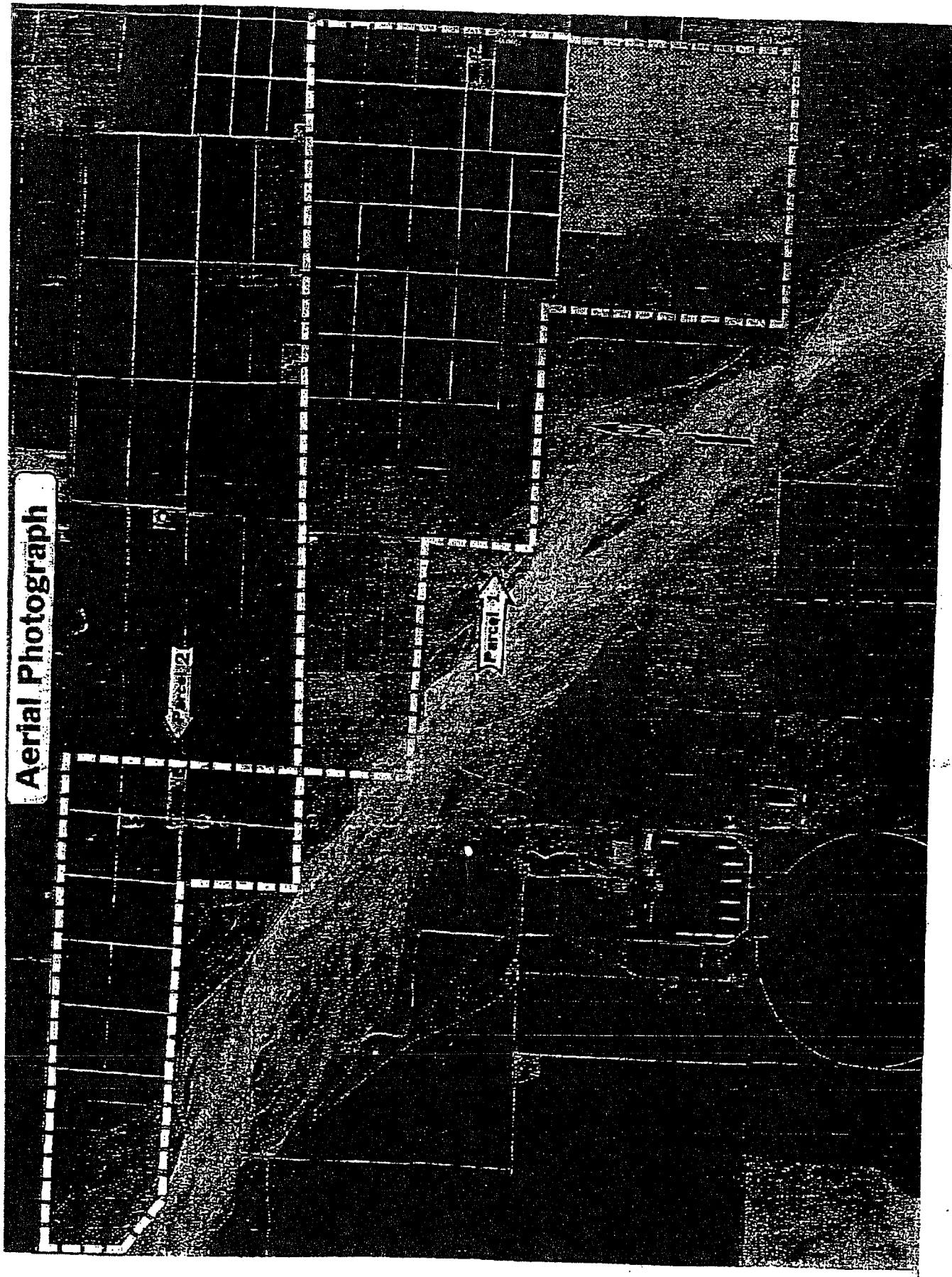
Parcel 1

SAN LUIS OBISPO CO  
 SANTA BARBARA CO

~~FOOTWILL~~

10

Aerial Photograph





TO: CHICAGO TITLE COMPANY, licensed by the California Department of Insurance

1727 DAILY DRIVE, SUITE D, CAMARILLO, CA 93010  
(805)987-0481 Fax (805)987-0633

Escrow No. 24045463 - J30

Escrow Officer Lexi Howard

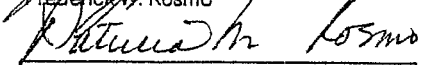
Date August 21, 2002

Property: Vacant Land, San Luis Obispo County, CA

1. The Vacant Land Purchase Agreement and Joint Escrow Instructions under your Escrow No. 024045463 and any
2. amendments and/or supplements thereto, are hereby amended and/or supplemented as follows:
- 3.
4. TITLE:
5. Seller and buyer acknowledge that ~~Patricia M. Woodaka~~ <sup>AK</sup> Patricia M. Kosmo is currently on title to a portion of said
6. land with seller but has not executed the Agreement. Seller shall advise escrow holder and buyer as to the
7. participation or nonparticipation of ~~Patricia M. Woodaka~~ <sup>AK</sup> Patricia M. Kosmo in said sale, and shall provide for her
8. execution of the Agreement and conveyance documents in escrow in accordance with the intent of seller.
- 9.
10. LEGAL DESCRIPTION:
11. The legal description for the land which is the subject of this transaction was described in map form only and
12. attached to the Agreement. Seller and buyer hold Chicago Title Company harmless and without any liability
13. whatsoever in determining the intent of the parties regarding the exact legal description of said property. A copy of
14. the proposed legal description is attached hereto.
- 15.
16. SUBDIVISION MAP ACT:
17. In the event the proposed transaction requires action to comply with the provisions of the Subdivision Map Act, seller
18. shall undertake and complete same at seller's expense prior to close of escrow.
- 19.
20. MINERAL, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES:
21. Seller and buyer are aware that Chicago Title Company is not insuring any interest in and to any mineral, oil, gas or
22. other hydrocarbon substances. In the event the Grant Deed is to contain any language regarding the conveyance of
23. same, seller and buyer shall deposit to escrow holder a statement for inclusion in the Grant Deed.
- 24.
25. TAX DEFERRED EXCHANGE:
26. In the event either Buyer or Seller elect to effect a tax deferred exchange under the provisions of Section 1031 IRS
27. code:
28. Parties herein acknowledge that they have been advised to seek counsel of their own tax attorney or CPA and have
29. been offered no advice from Escrow Holder for the determination of any tax consequence of this transaction and
30. Escrow Holder is hereby relieved of the determination of any liability and responsibility in connection with exchange
31. and/or the accomplishing such an exchange. Buyer and Seller shall cooperate with the exchanging party so long as
32. the cooperating party shall incur no additional costs or liability in connection with said exchange.
- 33.
34. Seller and buyer shall notify escrow holder at least 10 days prior to close of escrow of seller or buyer's intent to
35. participate in a tax deferred exchange, and shall cause documents to be issued and deposited to escrow holder by
36. their exchange intermediary. Escrow holder's nonreceipt of exchange documents and instructions shall be deemed
37. escrow holder's authorization to close escrow without an exchange.
- 38.
39. CANCELLATION AND RETURN OF DEPOSITS:
40. Despite any provision to the contrary in the Agreement, seller and buyer acknowledge that escrow holder shall
41. require written mutual cancellation and disbursement instructions prior to the disbursement of any funds due to
42. cancellation or prior to close of escrow.
- 43.
44. WATER RIGHTS:
45. In the event the sale of this property includes appurtenant rights or shares in any mutual water company, seller shall
46. provide escrow holder with the original stock certificates and contact information for same and escrow holder shall
47. undertake the transfer of same in escrow. Silence to escrow holder and nonobjection by buyer during buyer's due
48. diligence period shall be deemed by escrow holder to be seller and buyer's authorization to close escrow without
49. regard to same.
- 50.
51. HARVEST:
52. No adjustments for crop harvests shall be made in escrow unless a written mutual instruction for same is received by
53. escrow holder prior to close of escrow.
- 54.
55. MOBILE HOMES:
56. The three existing mobile homes are not a part of this escrow and shall be transferred or removed direct and outside
57. of escrow as seller and buyer may agree. Escrow holder shall have no liability whatsoever for the transfer of same.
- 58.
59. RIGHT OF FIRST REFUSAL:
60. Chicago Title Company is instructed to record at close of escrow a Right of First Refusal for the remaining property
61. owned by seller consisting of approximately 370 acres, which Right of First Refusal shall be prepared direct and

1. outside of escrow and deposited to escrow holder prior to close of escrow.
- 2.
3. ALL OTHER TERMS AND CONDITIONS ARE TO REMAIN THE SAME.
- 4.
- 5.
- 6.

7.   
Frederick W. Kosmo

8.   
9. Patricia M. Kosmo

10. Wm. Bolthouse Farms, Inc.

11.

12. BY \_\_\_\_\_

13.

14. BY \_\_\_\_\_



## SIGN & RETURN

Escrow No. 24045463 - J30

Escrow Officer Lexi Howard

Date August 21, 2002

Property: Vacant Land, San Luis Obispo County, CA

1. The Vacant Land Purchase Agreement and Joint Escrow Instructions under your Escrow No. 024045463 and any
2. amendments and/or supplements thereto, are hereby amended and/or supplemented as follows:
- 3.
4. **TITLE:**
5. Seller and buyer acknowledge that Patricia M. Wood aka Patricia M. Kosmo is currently on title to a portion of said
6. land with seller but has not executed the Agreement. Seller shall advise escrow holder and buyer as to the
7. participation or nonparticipation of Patricia M. Wood aka Patricia M. Kosmo in said sale, and shall provide for her
8. execution of the Agreement and conveyance documents in escrow in accordance with the intent of seller.
- 9.
10. **LEGAL DESCRIPTION:**
11. The legal description for the land which is the subject of this transaction was described in map form only and
12. attached to the Agreement. Seller and buyer hold Chicago Title Company harmless and without any liability
13. whatsoever in determining the intent of the parties regarding the exact legal description of said property. A copy of
14. the proposed legal description is attached hereto.
- 15.
16. **SUBDIVISION MAP ACT:**
17. In the event the proposed transaction requires action to comply with the provisions of the Subdivision Map Act, seller
18. shall undertake and complete same at seller's expense prior to close of escrow.
- 19.
20. **MINERAL, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES:**
21. Seller and buyer are aware that Chicago Title Company is not insuring any interest in and to any mineral, oil, gas or
22. other hydrocarbon substances. In the event the Grant Deed is to contain any language regarding the conveyance of
23. same, seller and buyer shall deposit to escrow holder a statement for inclusion in the Grant Deed.
- 24.
25. **TAX DEFERRED EXCHANGE:**
26. In the event either Buyer or Seller elect to effect a tax deferred exchange under the provisions of Section 1031 IRS
27. code:
28. Parties herein acknowledge that they have been advised to seek counsel of their own tax attorney or CPA and have
29. been offered no advice from Escrow Holder for the determination of any tax consequence of this transaction and
30. Escrow Holder is hereby relieved of the determination of any liability and responsibility in connection with exchange
31. and/or the accomplishing such an exchange. Buyer and Seller shall cooperate with the exchanging party so long as
32. the cooperating party shall incur no additional costs or liability in connection with said exchange.
- 33.
34. Seller and buyer shall notify escrow holder at least 10 days prior to close of escrow of seller or buyer's intent to
35. participate in a tax deferred exchange, and shall cause documents to be issued and deposited to escrow holder by
36. their exchange intermediary. Escrow holder's nonreceipt of exchange documents and instructions shall be deemed
37. escrow holder's authorization to close escrow without an exchange.
- 38.
39. **CANCELLATION AND RETURN OF DEPOSITS:**
40. Despite any provision to the contrary in the Agreement, seller and buyer acknowledge that escrow holder shall
41. require written mutual cancellation and disbursement instructions prior to the disbursement of any funds due to
42. cancellation or prior to close of escrow.
- 43.
44. **WATER RIGHTS:**
45. In the event the sale of this property includes appurtenant rights or shares in any mutual water company, seller shall
46. provide escrow holder with the original stock certificates and contact information for same and escrow holder shall
47. undertake the transfer of same in escrow. Silence to escrow holder and nonobjection by buyer during buyer's due
48. diligence period shall be deemed by escrow holder to be seller and buyer's authorization to close escrow without
49. regard to same.
- 50.
51. **HARVEST:**
52. No adjustments for crop harvests shall be made in escrow unless a written mutual instruction for same is received by
53. escrow holder prior to close of escrow.
- 54.
55. **MOBILE HOMES:**
56. The three existing mobile homes are not a part of this escrow and shall be transferred or removed direct and outside
57. of escrow as seller and buyer may agree. Escrow holder shall have no liability whatsoever for the transfer of same.
- 58.
59. **RIGHT OF FIRST REFUSAL:**
60. Chicago Title Company is instructed to record at close of escrow a Right of First Refusal for the remaining property
61. owned by seller consisting of approximately 370 acres, which Right of First Refusal shall be prepared direct and,

1. outside of escrow and deposited to escrow holder prior to close of escrow.
- 2.
3. ALL OTHER TERMS AND CONDITIONS ARE TO REMAIN THE SAME.
- 4.
- 5.
- 6.

7. Frederick W. Kosmo

10. Patricia M. Kosmo

12. Wm. Bolthouse Farms, Inc.

16. BY Cathy L. Hayes - Vice President / General Counsel

18. BY John D. Hayes, Vice President

PARCEL 1:

The North half of the North half and the South half of the Northeast quarter of Section 34, Township 10 North, Range 25 West, San Bernardino Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

EXCEPTING therefrom all the oil and gas as excepted and reserved in the patent from the United States of America, to James A. Colter, dated April 14, 1937 and recorded August 13, 1937 in Book 221 at page 279 of Official Records.

PARCEL 6:

The North 1/2 of the Southeast quarter of Section 28, Township 10 North, Range 25 West, San Bernardino Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Except from the North half of the Southeast quarter of said Section 28, all the oil and gas in said land and the right to prospect for, mine and remove the same from said land upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509), as reserved by the United States of America in Patent dated September 15, 1926 and recorded January 8, 1929 in Book K, page 459 of Patents.

PARCEL 7:

The North half of the Southwest quarter of Section 28, Township 10 North, Range 25 West, San Bernardino Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Except from the Northwest quarter of the Southwest quarter of Section 28, any portion of said land lying within Santa Barbara County.

Also except from the North half of the Southwest quarter of said Section 28, all the oil and gas in said land and the right to prospect for, mine and remove the same from said land upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509), as reserved by the United States of America in Patent dated September 15, 1926 and recorded January 8, 1929 in Book K, page 459 of Patents.

PARCEL 8:

The Southeast quarter of the Southeast quarter of Section 28, Township 10 North, Range 25 West, San Bernardino Meridian, in the County of San Luis Obispo, State

Except from the Southeast quarter of the Southeast quarter of said Section 28, all the oil and gas in said land and the right to prospect for, mine and remove the same from said land upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509), as reserved by the United States of America in Patent dated September 15, 1926 and recorded January 8, 1929 in Book K, page 459 of Patents.

PARCEL 9:

The Northeast quarter of the Southeast quarter of Section 29, Township 10 North, Range 25 South, San Bernardino Meridian, in the County of San Luis Obispo, State of California, according to the official plat of said land approved by the Surveyor General's office on November 19, 1858.

Except that portion lying Southerly of the Southerly boundary line of the County of San Luis Obispo.

Also except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States of America through its authorized agent or representative at any time to enter upon said land and prospect for, mine and remove the same pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755) and as excepted and reserved by the United States of America in Patent recorded June 27, 1961 as Document No. 12953 in Book 1130 at page 65 of Official Records.

Also except all the oil and gas in said land and the right to prospect for, mine and remove such deposits from the same upon compliance with the condition and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509) as excepted and reserved by the United States of America in Patent recorded June 27, 1961 as Document No. 12953 in Book 1130 at page 65 of Official Records.



TO: CHICAGO

LE COMPANY, licensed by the California Depart.

of Insurance

1727 DAILY DRIVE, SUITE D, CAMARILLO, CA 93010  
(805) 987-0481 Fax (805) 987-0633

Escrow No. 24045463 - J30

Escrow Officer Lexi Howard

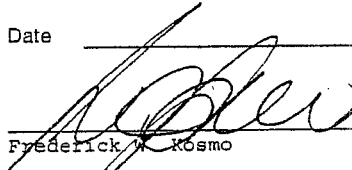
Date August 21, 2002

I make the following statement of rentals of the property I am conveying so that said rents may be adjusted in escrow based on said statement:

Address	Name of Tenant	Rate Per Month	Paid to But Not Including	Security Deposits
NA				

Unless prior to date of recording documents in this escrow I have notified you in writing of some change in the above statement, you are to consider that I will collect all rents which fall due according to the foregoing statement prior to the close of escrow, and you will make all adjustments of rents accordingly. You will also pay my grantee the above security money (if any) charging my account accordingly.

Date

  
Frederick M. Kosmo

Patricia M. Kosmo

The foregoing statement is hereby approved as a basis for rent adjustments through this escrow.

Date

Wm. Bolthouse Farms, Inc.

BY

BY





TO: CHICAGO TITLE COMPANY, licensed by the California Department of Insurance

1727 DAILY DRIVE, SUITE D, CAMARILLO, CA 93010  
(905)987-0481 Fax ( ) -

Escrow No. 24045463 - J30

Escrow Officer Lexi Howard

Date September 12, 2002

Property: Land, San Luis Obispo County, CA

1. The Land Purchase Agreement and Joint Escrow Instructions under your Escrow No. 024045463 and any
2. amendments and/or supplements thereto, are hereby amended and/or supplemented as follows:
- 3.
4. TITLE:
5. Sellers currently hold title as follows:
- 6.
7. FREDERICK W. KOSMO AND PATRICIA M. KOSMO, husband and wife, as community property, as to Parcel 6;
- 8.
9. FREDERICK W. KOSMO, a married man as his sole and separate property, as to Parcel 1; and
- 10.
11. FREDERICK W. KOSMO AND PATRICIA M. KOSMO, husband and wife, as Community Property, as to Parcels 2, 3,
12. and 4.
- 13.

14. AS A MATTER OF MEMO WITH WHICH ESCROW HOLDER IS NOT TO BE CONCERNED:

15.

16. As a point of clarification, said property is not considered to be vacant land, but irrigated farm land and orchard.

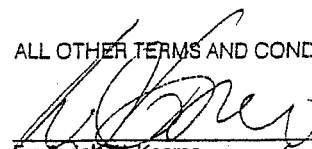
17.

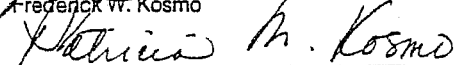
18.

19. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.

20.

21.

22.   
23. Frederick W. Kosmo

24.   
25. Patricia M. Kosmo

26.

27.

28. Wm. Bolthouse Farms, Inc.

29.

30.

31.

32. BY \_\_\_\_\_

33.

34.

35. BY \_\_\_\_\_

36.

37.

38.

39.

40.

41.

42.

43.

44.

45.

46.

47.

48.

49.

50.

51.

52.

53.

54.

55.

56.

57.

58.

59.

60.

61.



TO: CHICAGO TITLE COMPANY, licensed by the California Department of Insurance

1727 DAILY DRIVE, SUITE D, CAMARILLO, CA 93010  
(805)987-0481 Fax (805)987-0633

Escrow No. 24045463 - J30

Escrow Officer Lexi Howard

Date September 11, 2002

Property: Vacant Land, San Luis Obispo County, CA

1. The Vacant Land Purchase Agreement and Joint Escrow Instructions under your Escrow No. 024045463 and any  
2. amendments and/or supplements thereto, are hereby amended and/or supplemented as follows:


4. The undersigned buyer hereby removes all contingencies with the exception of the condition of title/preliminary  
5. report;

7. ALL OTHER TERMS AND CONDITIONS ARE TO REMAIN THE SAME.

10. Wm. Bolthouse Farms, Inc.

14. BY \_\_\_\_\_

23.   
Frederick W. Kosmo

27.   
Patricia M. Kosmo

AMENDMENT TO ESCROW INSTRUCTIONS



TO: CHICAGO TITLE COMPANY, licensed by the California Department of Insurance

1727 DAILY DRIVE, SUITE D, CAMARILLO, CA 93010  
(805)987-0481 Fax (805)987-0633

Escrow No. 24045463 - J30

Escrow Officer Lexi Howard

Date September 11, 2002

Property: Vacant Land, San Luis Obispo County, CA

1. The Vacant Land Purchase Agreement and Joint Escrow Instructions under your Escrow No. 024045463 and any
2. amendments and/or supplements thereto, are hereby amended and/or supplemented as follows:
- 3.
4. The undersigned buyer hereby removes all contingencies with the exception of the condition of title/preliminary
5. report.
- 6.
7. ALL OTHER TERMS AND CONDITIONS ARE TO REMAIN THE SAME.
- 8.
- 9.

10. Wm. Bolthouse Farms, Inc.

11. BY Anthony Leggie

12. Vice President / General Counsel

13. Frederick W. Kosmo

14. Patricia M. Kosmo

F  
A  
X

To: Lexi Howard  
Fax No: (805) 987-0633  
From: Anthony Leggie  
Date: 9/11/02 Pages: 10

8  
9 OVERBID PROCEDURE

10 12. Any party wishing to overbid shall deposit a Cashier's  
11 Check for \$50,000.00, made payable to "Frederick W. Kosmo,  
12 Debtor-in-Possession," with counsel for the Debtor at or prior to  
13 the hearing.

14 13. The sale shall be upon the same terms and conditions as  
15 the proposed sale to Wm. Bolthouse Farms, and/or nominee,  
16 memorialized in the Land Purchase Agreement and Escrow  
17 Instructions and Addendums and Amendments thereto attached to the  
18 motion as Exhibit "D." If any of the contingencies in the sale  
19 to Wm. Bolthouse Farms, and/or nominee, have been satisfied or  
20 waived prior to the hearing on the motion, any overbids shall be  
21 subject to said waivers and satisfactions.

22 14. Minimum bids will be ten percent (10%) of the proposed  
23 sale price.

24 15. Subsequent overbids will be set by the court.

25 16. Successful bidder shall open escrow within three (3)  
26 business days following the hearing.

27 17. The \$50,000.00 Cashier's Check referred to in paragraph  
28 12 above shall be forfeited by the successful bidder if escrow

1 has not opened as set forth above or the sale does not close in a  
2 timely manner through no fault of the seller.